# CITY OF MADISON, ALABAMA BID DOCUMENTS BID # MPD-41-08

## VEHICLE CONSOLE AND MDT MOUNT



Bid Opening: Tuesday, July 8, 2008 @ 10:00 a.m., Conference Room 130

100 Hughes Road Madison, Alabama 35758 (256) 772-5600

www.madisonal.gov

## CITY OF MADISON, ALABAMA BID NO. MPD-41-08

VEHICLE CONSOLE AND MDT MOUNT

## ARTHUR S. KIRKINDALL, MAYOR

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Lillie M. Causey, Director of Finance
Daniel Busken, Chief of Police

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### SECTION 1.0 NOTICE TO BIDDERS BID # MPD-41-08

- **1.1 AWARD PERIOD.** The Successful Bidder's bid prices shall remain in effect for a period of twelve (12) months after award of bid. The City of Madison reserves the right to extend this contract for additional one (1) year periods, as allowable by State Law.
- **1.2 INTENT.** It is the intent of the City of Madison, Alabama, to enter into a contract with the successful bidder for the purchase and delivery of **Vehicle Console and MDT Mount** for Madison Police Department.
- 1.3 SPECIFICATIONS. Reference to brand names and numbers are descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturer's specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Finance Department will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the Invitation for Bids.
- 1.4 NEW AND UNUSED (CURRENT PRODUCTION YEAR/MODEL). Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials previously used shall be rejected.
- 1.5 NO BID RESPONSE. For a "No Bid" response, vendor should return the "No Bid" Response Form (Section 7.0). It is required that a "No Bid" response be identified on the envelope as if it were a bid (example: "No Bid" for Bid #MED-35-08). A properly submitted No Bid is considered as a response and the vendor will receive credit for the response. Vendors who fail to respond to three (3) consecutive Invitations to Bid shall be removed from the Vendor List.
- 1.6 QUESTIONS AND INQUIRIES. All questions and inquiries must be submitted in writing to City of Madison, Finance Department, 100 Hughes Road, Madison, AL 35758 or via email to marilyni.story@madisonal.gov and received seven (7) business days prior to Submittal Deadline/Bid Opening Date. Questions and inquiries received after seven (7) business days cannot be answered.

Additional terms, if any. (City to furnish.)

SECTION 2.0
INVITATION FOR BIDS
BID # MPD-41-08

- 2.1 <u>INVITATION.</u> Notice is hereby given that sealed bids will be received at the Finance Department until the Submittal Deadline, <u>Tuesday, July 8, 2008 @ 10:00 a.m., in Conference Room 130</u> at which time they will be publicly opened and read for the furnishing and delivery <u>Vehicle Console and MDT Mount</u> for Madison Police Department.
- 2.2 <u>SUBMITTAL DEADLINE</u>. The receiving time in the Finance Department will be the governing time for acceptability of bids. Any Bidder who wishes his or her bid to be considered is responsible for making certain his or her bid is received in the Finance Department by the proper time. No oral, telephonic, telegraphic, electronic or facsimile bids will be accepted or considered. <u>Late bids will be returned to the Bidder unopened</u>. Bids must bear original signatures and figures.

Bids shall be addressed and delivered to: City of Madison

Finance Department 100 Hughes Road Madison, Alabama 35758

"Bid #MPD-41-08"

- **BID BOND.** A Bid Bond shall accompany the bid in an amount equal to five percent (5%) of the BID; provided, however, the Bid Bond shall not exceed \$10,000. In lieu of a Bid Bond, the Bidder may post a certified cashier's check in the required amount drawn on an Alabama bank and payable to the City of Madison. The Bond shall be made by a surety company or insurance company authorized and licensed to do business in the State of Alabama and oblige of the Bond shall be the City of Madison, Alabama.
- **2.4 BID WITHDRAWAL.** No bid may be withdrawn for a period of thirty-(30) days from the Bid Submittal Deadline.
- **2.5** RIGHT TO REJECT OR WAIVE INFORMALITIES. The City reserves the right to reject any bids, all bids, any part of a bid, and to waive any informality.
- 2.6 QUESTIONS AND INQUIRIES. All questions and inquiries must be submitted in writing to City of Madison, Finance Department, 100 Hughes Road, Madison, AL 35758 or via email to <a href="mailto:marilyni.story@madisonal.gov">marilyni.story@madisonal.gov</a> and received <a href="mailto:seven">seven</a> (7) business days prior to <a href="mailto:Submittal Deadline/Bid Opening Date">Submittal Deadline/Bid Opening Date</a>. Questions and inquiries received after seven (7) business days cannot be answered.

<u>City of Madison, Alabama</u> Awarding Authority

SECTION 3.0 INSTRUCTIONS TO BIDDERS

#### **BID # MPD-41-08**

- **3.1 ACKNOWLEDGMENT OF RECEIPT**. Acknowledgment of receipt of solicitations will be acceptable by telephone, email or facsimile in the event the City needs to send bidders addenda with changes or corrections.
- **3.2 AMEND OR WITHDRAW.** Bids may be amended or withdrawn by the party or parties submitting such bids or by an authorized representative, up until scheduled opening time; no bid may be amended or withdrawn thereafter regardless of the circumstances.
- **AVAILABILITY OF FUNDS.** All contracts are bid with intention of awarding a contract as a result of the Bid. Any and all awards and actual contract execution by the City of Madison is contingent upon availability of appropriate funds. In the event that funding is not available at the time of award and/or execution of the contract the City reserves the right to cancel the bid.
- **AWARD.** An award shall be made or contract entered into with the lowest responsible and responsive bidder meeting the specifications. The City of Madison reserve the right to determine the lowest responsible and responsive bidder on the basis of an individual item or group of items, whatever is deemed necessary and in the best interest of the City. For the purposes of these Bid Documents, the following terms shall have the meanings ascribed to them as follow:
  - a. <u>Responsible Bidder.</u> One who, among other qualities determined necessary for performance, is competent, experience, and financially able to perform the contract, as determined in the discretion of the City.
  - b. <u>Responsive Bidder.</u> One who submits a bid that complies with terms and conditions of the Invitation for Bids. Minor irregularities in the bid shall not defeat responsiveness.
- **3.5 AWARD PERIOD.** The Successful Bidder's bid prices shall remain in effect for a period of twelve (12) months after award of bid. The City of Madison reserves the right to extend this contract for additional one (1) year periods, as allowable by State Law.
- **3.6 BID FORMS.** All bids shall be typewritten or in ink on the form(s) prepared by the City. The officials of the company or corporation duly authorized to sign bids must sign all bids. Bids must bear original signatures and figures.
- **3.7 BIDS NOT SIGNED.** Any bid submitted without being signed will automatically be rejected.
- **3.8 BID PRICE.** All bids which do not contain a firm, stated price for the items required will be considered informal.
- 3.9 <u>BID SUBMITTAL DEADLINE</u>. The receiving time in the Finance Department will be the governing time for acceptability of bids. <u>The bid submittal Deadline is Tuesday</u>, <u>July 8, 2008 @ 10:00 a.m., Conference Room 130</u>. Bid must be submitted in sealed

envelopes and should be properly marked <u>BID #MPD-41-08</u> with Bid Submittal Deadline. No oral, telephonic, telegraphic, electronic or facsimile bids will be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received in the Finance Department before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened. Bids must bear original figures and signatures.

- 3.10 BRAND NAMES. Manufacturer's names, trade names, brand names, model and catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bid will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item. When offering alternative products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical date will not be accepted in lieu of this requirement. The City of Madison reserves the right to waive immaterial variations in the specifications.
- **3.11 CALCULATIONS**. Check all calculations prior to submitting your bid; the City will not be responsible for Bidder miscalculations.
- **3.12 CANCELLATON OF INVITATION FOR BIDS.** The City of Madison reserves the right to cancel this agreement without cause with a thirty-day written notice.
- 3.13 <u>CLARIFICATIONS, CHANGES TO SPECIFICATIONS</u>. All clarifications, corrections or changes to specification documents will be made by Addendum <u>only</u>. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be send to all known solicitation holders by facsimile or US mail. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.
- 3.14 CORRECTIONS, PRICES, NOTATIONS. All mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person authorized to sign bid. Prices and notations must be in ink or typewritten. Prices shall be stated in units and quotations made separately on each item as described in the proposal section. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.
- **3.15 <u>DELIVERY SERVICES.</u>** All pre-delivery services, including the filling of all liquids necessary for operations, shall be made before delivery. Any charges for pre-delivery services must be shown on Bidder's Bid Form. All manufacturer and supplier/dealer warrants shall be provided upon delivery.
- **3.16 DEMONSTRATION OF PRODUCT(S).** The City reserves the right to have demonstrated to its designated representatives any and all items bid before the award.
- 3.17 **DISCOUNTS FOR TIMELY PAYMENTS.** Discounts offered by bidders for timely

- payment shall be deemed part of the bid price for cash payment in the regular course of business without regard to date of remittance. Bid prices will be net unless specifically noted otherwise. All discounts offered will be considered in determining the low bid.
- **3.18 DOWNLOADING BIDS DOCUMENTS.** Downloading Bid Documents from the City's web-site does not obligate the city to send you future notification of addendum updates. Bidders will need to check the web-site periodically; however, no addendum will be issued later than seven (7) business days prior to the solicitation Submittal Deadline.
- **3.19 EQUAL OPPORTUNITIES.** The City of Madison provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.
- **3.20 EXPIRATION PERIOD.** All bids shall remain in force for thirty (30)-days after the date of bid opening and may be accepted or rejected by the City at any time prior to the expiration of this period.
- **3.21 IMPLIED REQUIREMENTS.** It the bidder's responsibility to notify the City of Madison within a minimum of seven (7) business days of the Submittal Deadline/Bid Opening Date of any services or supplies not specifically mentioned in the specifications but are necessary to provide the functional capabilities of the contract.
- **INSPECTION.** The item bid will be inspected by a representative of the City of Madison upon delivery to ascertain compliance with the specifications. An item not in compliance with specifications will be rejected until proper remedial measures are taken to assure compliance.
- **3.23 LATE BIDS.** Bids that are not received by the Bid Submittal Deadline are **late.** Late bids will not be considered and will be returned to the Bidder unopened. All bids must bear original signatures and figures.
- 3.24 <u>LICENSES, PERMITS, FEES</u>. The Contractor shall apply for and obtain, and cause its subcontractors to apply for and obtain, when applicable, all required licenses and permits, including without limitation privilege licenses, building permits, plumbing, electrical, mechanical, and gas permits, and swimming pool permits. Payment for all fees and charges required to obtain such licenses and permits, as well as payment of all other fees, including without limitation impact fees, review fees, and aid to construction, shall be made by the Contractor and its subcontractors, and the cost of the fees and charges shall be included in the bid price.
- 3.25 <u>NEW AND UNUSED (CURRENT PRODUCTION YEAR/MODEL)</u>. Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year/model or items and materials previously used shall be rejected.
- 3.26 <u>NO BID RESPONSE.</u> For a "No Bid" response, vendor should return the "No Bid" Response Form (Section 7.0). It is required that a "No Bid" response be identified on

the envelope as if it were a bid (example: "No Bid" for Bid #MPD-41-08). A properly submitted No Bid is considered as a response and the vendor will receive credit for the response. Vendors who fail to respond to three (3) consecutive Invitations to Bid shall be removed from the Vendor List.

- **3.27 NO ESCALATOR CLAUSE.** Any bid containing an "Escalator Clause" will not be considered.
- **3.28 NO INCREASE.** The City of Madison, Alabama is to be protected against any increase above the price in the bid until all materials covered by this bid have been delivered.
- 3.29 OFFERS OF MORE THAN ONE PRICE. Bidders are allowed to submit more than one bid but not more than four bids. Bidders may submit one Base Bid and up to three Alternate Bids. Where Bidder submits more than one bid, one bid shall be marked "Base Bid" and the others shall be marked "Alternate Bid". Each Base Bid and each Alternate Bid shall be submitted in accordance with the terms and conditions of this bid solicitation. Bidders may reproduce this bid package to submit alternate bids. Additional bid packages will not be furnished by the City.
- **QUANTITIES (If Applicable).** The quantities shown in the proposal are estimates and shall be considered by the bidder as the quantities required for the purpose of bidding. The quantities may increase or decrease and bid unit prices shall remain the same whether the quantities are increased or decreased.
- 3.31 QUESTIONS AND INQUIRIES. All questions and inquiries must be submitted in writing to City of Madison, Finance Department, 100 Hughes Road, Madison, AL 35758 or via email to <a href="mailto:marilyni.story@madisonal.gov">marilyni.story@madisonal.gov</a> and received seven (7) business days prior to Submittal Deadline/Bid Opening Date. Questions and inquiries received after seven (7) business days cannot be answered.
- 3.32 <u>RETURN OF BID BONDS.</u> The City will, within ten (10) days after the opening of bids, return certified checks or bid bonds to all bidders, except the checks or bid bonds posted by the lowest bidder. After the final award and execution of contract by the lowest bidder, the check or bond of the lowest bidder will be promptly returned. No interest will be paid by the City upon return of bid bonds or checks. If the award of the bid is deferred for more than thirty (30) days, the City will return the check or bond of the lowest bidder.
- **3.33** RIGHT TO ACCEPT OR REJECT. The City reserves the right to accept or reject any and all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interests of the City.
- **3.34 SAFETY AND HEALTH COMPLIANCE.** Bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations and that the Bidder will indemnify and hold the City harmless for any failure.
- **3.35 SPECIFICATIONS.** Reference to brand names and numbers are descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article

offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturer's specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Finance Department will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the **Invitation for Bids**.

These are minimum specifications. Offers should be made for vehicles that meet or exceed these specifications. Bids on equipment differing in minor detail from these specifications will be considered. Differences shall be correctly stated and described in detail by the Bidder. The City of Madison will be the sole determiner of whether deviations from the minimum specifications are minor and acceptable.

- **3.36 STANDARD EQUIPMENT.** All standard equipment, accessories, and safety items offered by the manufacturer for the proposed vehicle(s) must be included in the unit price.
- **3.37 TAXES.** Prices quoted in all bids shall be exclusive of federal or state excise, sales and manufacturer's taxes.
- **3.38** VEHICLE(S) REGISTRATION FORMS. Successful Bidder shall furnish three copies of billing invoice, application for registration of new vehicle(s) completed in full, at the time of delivery or at the time the City of Madison takes possession of the vehicle(s).
- **3.39** WARRANTY. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the bid setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

SECTION 4.0
NON-COLLUSIVE BIDDING AFFIDAVIT

# BID NO. MPD-41-08 To Be Submitted With Proposal

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

I certify that neither I nor any representative of the bidder to my knowledge is a party to, or participated in, any agreement or collusion in restraint of freedom of competition with respect to the project bid herein.

Dated:	Signature	
	Printed Name	

SECTION 4.0
NON-COLLUSIVE BIDDING AFFIDAVIT

# BID NO. MPD-41-08 To Be Submitted With Proposal

I, the person who subscribed the above certification, do affirm under the penalties of perjury that the statements hereinabove set forth are true in every respect and that, if I am not the Bidder, I was at the time of said subscription the agent, officer, or employee of the Bidder authorized to execute said certification in the name of the Bidder.

Dated:	Signature
	Printed Name
STATE OF ALABAMA COUNTY OF MADISON	
SWORN to and subs	ibed before me this day of, 2008.
	Notary Public
	My commission expires:

### SECTION 5.0 SPECIFICATIONS BID #MPD-41-08 To Be Submitted With Proposal

Items		5	Description		In Compliance	
ı.	Purp					
	A.	To ec	uip the department's patrol fleet with consoles digital video systems.	and MDT mounting points to accept the d	epartment's new	
	B.	All co	mponents must have the exact shape and dimental mounting points.	ensions of the pieces listed below or they	will not fit vehicles nor	
II.	Con	sole C	omponents			
	A.		mounting bracket	Havis-Shields part #C-B7	☐ Yes ☐ No ☐ Modification	
	B.	Chev	y mounting bracket	Havis-Shields part #C-B17	☐ Yes ☐ No ☐ Modification	
	C.	Cons		Havis-Shields part #C-SM-1225	☐ Yes ☐ No ☐ Modification	
	D.	Monit	or mount	Havis-Shields part #C-SM-MMP	☐ Yes ☐ No ☐ Modification	
	E.	Keyb	oard mount with swing arm	Havis-Shields part #C-SM-SA-1	☐ Yes ☐ No ☐ Modification	
	F.	Arm r	est	Havis-Shields part #C-CB-2	☐ Yes ☐ No ☐ Modification	
	G.	Acces	ssory plugs	Havis-Shields part #C-LP3-PS1	☐ Yes ☐ No ☐ Modification	
	H.	Switc	hes	Havis-Shields part #C-SW-1	☐ Yes ☐ No ☐ Modification	
	I.	6" cor	nsole bracket	Havis-Shields part #C-B22	☐ Yes ☐ No ☐ Modification	
	J.	7 swit	tch box	Havis-Shields part #C-SP-3B	☐ Yes ☐ No ☐ Modification	
	K.	2-hole	e switch plate	Havis-Shields part #C-PS-1	☐ Yes ☐ No ☐ Modification	
	L.	Mic c	lip	Havis-Shields part #C-MC	☐ Yes ☐ No ☐ Modification	
	L.1	Brack	et	Havis-Shields part #C-MCB	☐ Yes ☐ No ☐ Modification	
	M.	06-08	Chevy half with trunk tray	Havis-Shields part #C-3311-18-2	☐ Yes ☐ No ☐ Modification	
	N.	00-05	Chevy half with trunk tray	Havis-Shields part #C-3311-18	☐ Yes ☐ No ☐ Modification	
	Ο.	95-08	Ford half with trunk tray	Havis-Shields part #C-TTB-CV	☐ Yes ☐ No ☐ Modification	
III.	War	/arranty				
	A.	One (1) year warranty after date of installation against defects in parts, labor and materials.		☐ Yes ☐ No ☐ Modification		
IV.						
	A.	Shipp	ing cost to be included in bid price.		☐ Yes ☐ No ☐ Modification	

#### SECTION 6.0 PROPOSAL BID NO. MPD-41-08

#### TO THE CITY OF MADISON, ALABAMA:

The Bidder declares that he or she has informed himself or herself fully in regard to all conditions pertaining to the items to be provided; and has examined the specifications and Contract Documents relative to the items to be provided.

The Bidder proposes and agrees, if this proposal is accepted, to Contract with the City to provide all the items described in the Invitation to Bids, Specifications, Notice to Bidders, General Instruction to Bidders and related documents, which are made a part hereof to the same extent as fully set out herein, and in full and complete accordance with the described and reasonably intended requirements of the Specifications and to the full and entire satisfaction of the City Council of the City of Madison, Alabama. The proposal is for providing the purchase of **Vehicle Console and MDT Mount** for Madison Police Department.

#### BID PRICING FOR VEHICLE CONSOLE AND MDT MOUNT:

	Description	Qty	Unit Cost	Total Cost
1.	Ford mounting bracket	17		
2.	Chevy mounting bracket	26		
3.	Console	43		
4.	Monitor mount	43		
5.	Keyboard mount with swing arm	43		
6.	Arm rest	43		
7.	Accessory plugs	35		
8.	Switches	51		
9.	6" console bracket	43		
10.	7 switch box	6		
11.	2-hole switch plate	8		

### SECTION 6.0 PROPOSAL BID NO. MPD-41-08

## BID PRICING FOR VEHICLE CONSOLE AND MDT MOUNT cont'd:

	Description	Qty	Unit Cost	Total Cost
12.	Mic clip and bracket	43		
13.	06-08 Chevy half with trunk tray	20		
14.	00-05 Chevy half with trunk tray	6		
15.	95-08 Ford half with trunk tray	17		
	TOTAL BID COST			

Warranty Cost (one (1) year after date of ins	stallation): \$
Total Shipping Cost:	\$
Delivery Time after Receipt of Purchase O	order:
The bidder acknowledges receipt of addendu	um (addenda), if applicable:
Attached hereto is a Bid Bond or Cashier's Choto the "General Instructions to Bidders" and p	eck in the sum of \$ according provisions herein.
Legal Name of Company	Name (Authorized Signer) (Please Print)
Address	Signature (Authorized Signer)
City, State, ZIP Code	Date
Telephone Number	Fax Number

# SECTION 7.0 "NO BID" RESPONSE FORM

# (Return of this form indicates a "No Bid" Response) MPD-41-08

## **Vehicle Console and MDT Mount**

Date:				
Bid Number:				
Bid Name:				
Company Name:				
Company Address:				
City, State, ZIP				
Contact Name:				
Telephone Number:				
Fax Number:				
Reason for "No Bid"	Response:			
	•			
Would you like to rem	nain on our active list	?	Yes	No
Signature:			Date:	